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Dated: July 8, 2002

Signature: *Staci Harris*

(Staci V. Harris)

#24 2/27/03
Docket No.: HO-P00798US9
(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:

T. W. Hutchens, Ph.D., et al.

Application No.: 09/123,253

Filed: July 27, 1998

For: METHOD AND APPARATUS FOR
DESORPTION AND IONIZATION OF
ANALYTES



Group Art Unit: 1743

Examiner: L. Alexander

Box Non-Fee Amendment

Commissioner for Patents

Washington, DC 20231

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**TERMINAL DISCLAIMER TO OBVIATE THE
DOUBLE PATENTING REJECTION OVER AN ISSUED PATENT**

Dear Sir:

Baylor College of Medicine is the owner of 100% interest in the instant application and hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-referenced application, which would extend beyond the expiration dates of the full statutory term defined in 35 U.S.C. §§154-156 and 173 of prior U.S. Patents Nos. 5,719,060 and 5,894,063 as presently shortened by any terminal disclaimer. Baylor College of Medicine hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and U.S. Patents Nos. 5,719,060 and 5,894,063 are commonly owned. This agreement runs with any patent granted on the application and is binding upon the grantee, its successor or assigns.

In making the above disclaimer, Baylor College of Medicine does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the fully statutory term as defined in 35 U.S.C. §§154-156 and 173 of the prior patent, as shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutory disclaimed in whole or terminally disclaimed under 37 C.F.R. §1.321, has all claims canceled by a reexamination certificate, is reissued in a matter or is terminated prior to the expiration of its full statutory term as presently shortened by any disclaimer.

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Please charge the fee of \$110.00 due pursuant to 37 C.F.R. §1.20(d) to the deposit account of Fulbright & Jaworski, L.L.P. account no. 06-2375 under order no. D-5639/09306611 which the undersigned is authorized to draw from. If any other fees or credits due, please charge or credit the above-referenced account.

The undersigned is authorized by assignee, Baylor College of Medicine, to execute this terminal disclaimer. The assignment from the inventors to Baylor College of Medicine was recorded on November 27, 1995, at Reel 7872 Frame 0359. A copy of said assignment is attached. Baylor College of Medicine has reviewed this assignment document and certifies that to the best of its knowledge and belief, title to this invention is in the Baylor College of Medicine.

Dated: *July 8, 2002*

Respectfully submitted,

By 

Melissa W. Acosta

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